

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DIVISION

JAMES COAKLEY AND WIFE,  
ANTONYA COAKLEY

PLAINTIFFS

VS.

CIVIL ACTION NO. 3:22-CV-00251-TSL-LGI

ARCHIE FRANKLIN COLE, JR., and  
HANSEN & ADKINS AUTO TRANSPORT, INC.

DEFENDANTS

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**PLAINTIFFS' MOTION TO ENFORCE SETTLEMENT AGREEMENT, EXTEND  
TIME FOR COURT TO RETAIN JURISDICTION, AND AWARD TO PLAINTIFFS  
ATTORNEYS' FEES AND EXPENSES**

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**COMES NOW**, Plaintiffs, James Coakley and Antonya Coakley, and they move the Court to enter an Order enforcing the settlement agreement herein, extending the time of the Court's jurisdiction of this case, and award relief to Plaintiffs attorney's fees and expenses. As grounds for this motion, Plaintiffs show the following:

1. On April 2, 2024, the attorneys for all parties, Plaintiffs James Coakley and Mrs. Antonya Coakley, and Ms. Wendy Colome, liability insurance representative for Defendants, appeared before Honorable Lakisha Greer-Isaac, Magistrate Judge for a Settlement Conference. During the Settlement Conference, the parties reached a Settlement Agreement, a true copy of which is attached except for the redaction of the settlement amount, as Exhibit 1.
2. Afterward, the Court entered a Docket Text dated April 2, 2024, memorializing that a settlement was reached at the Settlement Conference.

3. On April 23, 2024, an Agreed Final Judgement Of Dismissal With Prejudice was entered in which the Court retained jurisdiction of this matter until June 3, 2024 “in order to enforce the settlement described herein.” (Doc. 200).
4. On April 22, 2024, Plaintiffs executed the Release and Confidentiality Agreement, Exhibit 2 attached are pages 1, and 6 through 13 of it, except for the redacted settlement amount. Afterward, on April 29, 2024, Plaintiffs’ Attorneys tendered the Release and Confidentiality Agreement executed by Plaintiffs to the Attorneys for Defendants in exchange for the settlement check.
5. As of May 1, 2024, Defendants had not delivered to Plaintiffs per the Settlement Agreement (Exhibit 1) medical and non-public records of Mr. James Coakley and the Confidentiality Agreements executed by all of the Defendants and the other entities identified in and released by the Release Agreement. Therefore, Plaintiffs’ Attorneys sent a letter to Defendants’ Attorneys requesting the anticipated delivery date of the same, attached as Exhibit 3.
6. As of May 31, 2024, Defendants still had not given Plaintiffs the Confidentiality Agreements executed by Defendants. Therefore, Plaintiffs’ Attorneys sent Defendants’ Attorneys an email-delivered letter regarding the Confidentiality Agreements of the Defendants and all of the entities identified in and released by the Release Agreement. Further, Plaintiffs requested Defendants’ Attorneys to provide the same to them by 3:00 p.m. on May 31, 2024, per Exhibit 4 attached.
7. Defendants’ Attorneys in response to Plaintiffs’ Attorneys’ May 31, 2024 letter (Exhibit 4) sent an email to which was attached executed confidentiality agreements of only Defendant Hansel and Adkins Auto Transport, Inc., Nappa River Insurance Services,

and Hudson Insurance Company (Exhibit 5). Thus, Defendants have not provided to Plaintiffs according to the Settlement Agreement, executed Confidentiality Agreements for Defendants Archie Cole, Jr., and Aspen Specialty Insurance Company, and Sedwick Claims Management Services, Inc., entities identified and released by the Release Agreement herein.

8. Thus, Defendants have failed to fully comply with the Settlement Agreement herein (Exhibit 1). Therefore, Plaintiffs respectfully submit that the Court should enter an Order compelling Defendants to fully comply with the Settlement Agreement herein, extend the Court's jurisdiction of this matter until July 9, 2024, to enforce the Settlement Agreement herein, and award to Plaintiffs attorney's fees and expenses regarding the filing and litigation of this Motion To Enforce Settlement Agreement, etc.
9. In support of this motion, Plaintiffs attach the following described exhibits:

<b><u>DESCRIPTION</u></b>	<b><u>EXHIBIT NO:</u></b>
April 2, 2024 Settlement Agreement	1
Release and Confidentiality Agreement (pages 1, 6-13)	2
John L. Walker, Esq.'s May 1, 2024 letter to Defendants' Attorneys	3
John L. Walker, Esq.'s May 31, 2024 letter to Defendants' Attorneys	4
Defendants' Attorneys May 31, 2024 email and attached pages 6 through 13 of the Confidentiality Agreement	5

10. Plaintiffs in further support of this motion incorporate the supporting memorandum that will be filed shortly after the filing of this motion.

**WHEREFORE**, Plaintiffs pray that the Court enters an Order enforcing the Settlement Agreement herein, extending the Court's jurisdiction of this matter until July 9, 2024, and awarding to Plaintiffs attorneys' fees and expenses regarding the filing and litigation of this motion.

**RESPECTFULLY SUBMITTED**

JAMES COAKLEY AND ANTONYA  
COAKLEY, PLAINTIFFS

BY: /s/John L. Walker  
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ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

I hereby certify that on this day, I electronically forwarded the above and foregoing document via ECF to the following:

David C. Dunbar, Esq.  
Christopher Dunnells, Esq.  
DUNBARMONROE, PLLC  
270 Trace Colony Park, Suite A  
Ridgeland, MS 39157

So Certified, this the 3<sup>rd</sup> day of June, 2024.

\s\ John L. Walker  
JOHN L. WALKER